`

# BRUHAT BANGALORE MAHANAGAR PALIKE

# REQUEST FOR PROPOSALS

**FOR**

## Operation and Maintenance of E-toilets toilets (80 Units) in South Zone for 3 years in BBMP Limits. (Package-8)

**Office of Executive Engineer-5**
**SolidWaste Management**
**4thFloor Annexure-3 Building**
**BBMP Head Office, NR Square**
**Bangalore-560002**

**CONTENTS**


| SECTION | DESCRIPTION | | PAGE NO. |
|---|---|---|---|
| SectionI | Letter of Invitation | | 3 |
| SectionII | Information to Contractors (ITC) | | 4 |
| | DataSheet–Information to Contractors | | 10 |
| SectionIII | Technical Proposal– Standard Forms | | 13 |
| SectionIV | Financial Proposal–Standard Forms | | 23 |
| SectionV | Terms of Reference | | 29 |
| SectionVI | Contract for Contractor's Services | | 30 |
| | I | Form of Contract | 33 |
| | II | General Conditions of Contract | 35 |
| | III | Special Conditions of Contract | 44 |
| | IV | Appendices | 48 |
| SectionVII | FINANCIAL BID | | |

## Section1.Letter of Invitation

# BRUHAT BANGALURU MAHANAGARA PALIKE

No:BBMP/EE-5/SWM/TEND/03/2023-24/Call-4

Office of the Executive Engineer-5
Solid Waste Management Division,
N.R.Square, Bengaluru – 560002
Dated: **21.11.2023**

**INVITATION FOR TENDER (IFT)**
**(Two Cover System)**
**(Through GOK e – Procurement Portal Only)**
**Call-4**

1. The Executive Engineer-5, Solid Waste Management on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike (BBMP), invites Proposals (Technical and Financial) for appointing Agency for **"Operation and Maintenance of Toilets in BBMP Limits"** As detailed in the table below.
2. Objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP) Document and it may be downloaded from the Government of Karnataka e – Procurement Website www.kppp.gov.in The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Interested Contractors who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is nonrefundable.
3. Proposals must be submitted online through KPPP on or before **16:30 hours on 04.12-2023** and the opening of bids will be as per the e-procurement portal guidelines.
4. Other details can be seen in the RFP document.

**TABLE**

| Sl No | Name of Assignment | Amount put to tender (In Lakhs) | EMD (In Lakhs) | Remarks |
|---|---|---|---|---|
| 1 | Operation and Maintenance of E-toilets toilets (12 Units) in Yelahanka Zone for 3 years in BBMP Limits. (Package-3) | 16.41 | 0.21 | Reserved of ST Community |
| 2 | Operation and Maintenance of E-toilets toilets (69 Units) in West Zone for 3 years in BBMP Limits. (Package-7) | 94.39 | 1.89 | General |
| 3 | Operation and Maintenance of E-toilets toilets (80 Units) in South Zone for 3 years in BBMP Limits. (Package-8) | 109.44 | 1.64 | General |

**Calendar of Events**

- Availability of RFP Document **from 23.11.2023 at 16.00 onwards**.
- Last Date for Receipt of Queries **27.11.2023 up to 15:30 hours**
- Date of Pre bid meeting at the office Chief Engineer( SWM) **on 28.11.2023 at 16: 00 hour**
- Last Date for uploading the Filled Proposals is **04.12.2023 at 16: 30 hour**s
- Date of Opening of Technical Proposals is **05.12.2023 at 16: 30 hours**
- Date of Opening of Financial Proposals after Approval of Technical Proposals through KPPP.

**Note:**

I. Participants shall upload all the Signed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents shall be considered. Participants shall produce all the Original Documents for Verification whenever necessary.

II. For those Bidders whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.

III. The BBMP reserves the right to reject any or all of the Tenders without thereby incurring any Liability or Obligation to inform the Bidders of the Reasons for such action.

IV. Bidders may obtain further information at the Office of **Executive Engineer-5, Solid Waste Management division, Bruhat Bangalore Mahanagara Palike, N.R. Square, Bangalore – 560002**on all working days between working hours.

V. Corrigenda / Modifications / Corrections, if any, will be published in the Website only.

VI. For Details, Registration and e – Payment, visit GOK kppp Website www.KPPP.gov.in or contact e – Procurement Helpdesk at +91-8046010000 / +91-8068948777.

VII. **Rates are excluding GST.**

**-Sd-**
**ExecutiveEngineer-5**
**Solid Waste Management**
**Bruhat Bangalore Mahanagara Palike**

## SECTION 2. INFORMATION TO CONTRACTORS

### 1. INTRODUCTION

1.1 The Client named in the "DataSheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The contractors are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for Operation and Maintenance required for the Assignment named in the DataSheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Contractors.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the DataSheet. When the Assignment includes several phases, the performance of the contractors under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Contractors must familiarize themselves with local conditions and take them in to account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, contractors are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the DataSheet. Attending the pre-proposal conference is optional. The Contractors' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Contractors should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects contractors to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Contractors shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, contractors shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing

Consulting services for the same project. Conversely, firms hired to provide Consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

[1]This Information to Contractors section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g. By adding new clauses).Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(a)Contractors or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the contractors.

1.7.2 As pointed out in para. 1.7.1 (a) above, contractors may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the contractors should take the likelihood of continuation into account. It will be the exclusive decisionof the Client whether or not to have the downstream assignment carried out, and if it is carried out, which contractors will be hired for the purpose.

1.8 It is GOK's policy to require that contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and "fraudulent practice" means am is representation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among contractors (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended forward has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect contractor's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above subpara1.8 (d).

1.10 Contractors shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the DataSheet.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Contractors may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited contractors who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited contractors and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. PREPARATION OF PROPOSAL

3.1 Contractors are requested to submit a Proposal (para 1.2) written in the language(s) specified in the DataSheet.

**Technical Proposal**

3.2 In preparing the Technical Proposal, contractors are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, contractors must give particular attention to the following:

**(i) Joint Venture and partnership firms are not allowed in this RFP.**

(ii) –DELETE-

(iii) –DELETE-

(iv) –DELETE-

(v) –DELETE-

(vi) –DELETE-

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section3):

(i) A brief description of the contractor's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, interalia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section3C).

(iii) A description of the methodology and workplan for performing the assignment (Section3D).

(iv) –DELETE-

(v) –DELETE-

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member.(Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the DataSheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Datasheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

3.6 In preparing the Financial Proposal, contractors are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (perdiem, housing),transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent,insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Contractors should quote their total price offer in the financial proposal for all services sought by the Client in Terms of Reference, excluding GST. Contractors shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the contractors is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations with in this period. If the Client wishes to extend the validity period of the proposals, the contractors who do not agree have the right not to extend the validity of their proposals.

## 4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except asnecessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Contractors initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 All the documents pertain to bids should be upload in KPPP only. Hardcopies of any documents will not be consider for Technical evaluation.

4.5 The completed Technical and Financial Proposal must be submit through KPPP only.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal of technically qualified bidders will be opened after finalization of technical evaluation through KPPP only.

## 5. PROPOSAL EVALUATION

### General

5.1 From the time the proposals are opened to the time the contract is awarded, if any contractor's wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the DataSheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the contractor's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

## Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St).A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Datasheet.

#### 5.3.1 Earnest Money Deposit (EMD)

Bidders are requested to submit the EMD as indicated in the KPPP along with the Technical Bid. At the bidder's option, minimum of Rs.1,00,000/- to be paid through the e-payment and balance be in the form of either a letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank /International recognized bank; The original copy of the aletter of credit, a demand draft, or a bank guarantee shall be submitted to this office after closing of tender but before opening the technical bid. Even the bidder has to upload the above document as a part of technical bid document in KPPP.

Bidder can pay the Earnest Money Deposit (EMD) in the KPPP using any of the following payment modes:

a) Direct Debit
b) National Electronic Fund Transfer'(NEFT)

Submitted bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka's central pooling account held at the designated Bank. EMD amount will have to be submitted by the Bidder, considering the following conditions:

(i) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at the designated Bank until the contract is closed.
(ii) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Contractors to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment.
(iii) For details on e-Payment services, refer to the KPPP for more details on the process.
(iv) Original Proposal (Technical Proposal and Financial Proposal) shall be prepared as per the RFP document
(v) An authorized representative of the Contractors shall digitally sign the Proposal in KPPP. The representative's authorization is to be confirmed by a written power of attorney accompanying the Proposal.
(vi) The Bidder shall submit the Proposals separately i.e., Technical and Financial electronically (online) in the Government of Karnataka KPPP.
(vii) Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on KPPP according to the Submission Due Date.
(viii) No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

(ix) Last date and time including hours, minutes and seconds for submission will be mentioned in the portal. The Bid will disappear automatically immediately after the time of submission is elapsed.

(x) After the deadline for submission of proposals, the Technical Proposal shall be opened by the Evaluation Committee and evaluation will be done.

(xi) Bidders who are technically qualified will be intimated through KPPP only and the Financial Proposal of qualified bidders will be opened in the presence of bidders who choose to attend.

### 5.3.2 Refund of the EMD

The EMD amount of the unsuccessful bidders will be refunded to the respective Bank accounts of the Bidders registered in the KPPP system.
The Earnest Money Deposit of unsuccessful Bidder will be returned after the award of proposal to the successful contractors.
The Earnest Money Deposit of the successful Bidder will be discharged when the Contractors has furnished the required Performance Security and signed the Agreement.
The Earnest Money Deposit may be forfeited under the following circumstances:

1. If the Bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity.
2. If the Bidder does not accept the correction of the contract Price, pursuant to Clause2.5.6;on
3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
   a. Furnish the required Security deposit; or
   b. Sign the Agreement.
4. In case the Bidder submits fake documents such as Annual Financial Turn Over, WorkDone Certificate etc., relevant to the proposal.
5. Achieved a minimum annual Financial Turnover (in all classes of Construction /Maintenance Works only) of **Rs.218.88 Lakhs**. In support of this, the Contractors shall furnish the Audited Balance Sheets or certificate from Charted Accountant along with the Technical Proposal.
6. Successfully completed as prime contractors for similar type of assignment costing not less than **Rs.54.72 Lakhs** in similar nature of work such as Operation and Maintenance of public toilets (E-Toilets/Modular Toilets, Housekeeping Services). In any one year from the last three years. In support of this, the Contractors shall furnish a Performance Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer. RFP documents submitted without the requisite Certificate issued by the competent authority will be summarily rejected.
7. Bidder should have Operated and Maintained Minimum of 40 numbers of Public Toilets (E-Toilets/Modular toilets, Housekeeping Services)in any one year among last three years.
8. Bidder Should have valid Labour license, ESI & PF certification.

### 5.3.3 Proposal Evaluation (General)

From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact The Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence The Client in their

decisions regarding proposal evaluation, proposal comparison or contract award, may result in the rejection of the Bidder's proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical Evaluation; including its approval by the competent "The Client" is obtained.

### 5.3.4 Evaluation of Technical Proposals

The Evaluation Committee appointed by the Employer as a whole and each of its Members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS).A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the DataSheet.

The Technical Proposals of only the Contractors satisfying the following Qualification Criteria will be evaluated.

**Public Opening and Evaluation of Financial Proposals; Ranking**

5.4 After the evaluation of quality is completed, the Client shall notify those contractors whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the contractors that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the contractors' representatives who choose to attend. The name of the contractors, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete,(i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price).The selected Contractors will be invited for negotiations.

## 6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Contractors will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and inthe home office, staff-months, logistics, and reporting. The agreed work plan and finalTerms

of Reference will then be incorporated in the "Description of Services" and formpart of the contract. Special attention will be paid to getting the most the Contractors can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Contractors on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis ofthe experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Contractors may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Contractors will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

## 7. AWARD OFCONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other contractors on the shortlist that they were unsuccessful and return the Financial Proposals of those contractors who did not pass the technical evaluation (para5.3)

7.2 The Contractors is expected to commence the Assignment on the date and at the location specified in the DataSheet.

## 8. PERFORMANCE SECURITY

Within 07 days of receipt of the Letter of Acceptance, the successful Contractors shall deliver to The Client, a Security deposit in any of the forms given below for an amount equivalent to 5% (Five percent) of the Contract price

i. Banker's Cheque / Demand draft, / Pay Order in favour of, pay able at----------
ii. A bank guarantee in the form given in Appendix 5;or
iii. Fixed deposit receipts(FDR) pledged in the name of----------

Performance Security shall be provided to The Client within 07 days of receipt of Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to The Client. The Security Deposit shall be valid until a date 90 days from the date of expiry of Contract period.

The Performance Security shall be furnished from any Nationalized Bank/ Scheduled Commercial Bank approved by the Reserve Bank of India.

## 9. CONFIDENTIALITY

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the contractors who submitted the proposals or to other persons not officially concerned with the process, until the winning Contractors has been notified that it has been awarded the contract.

## DATASHEET

### Information to Contractors

Clause Reference

1.1 The name of the Client is: The Chief Commissioner,
Bruhat Bangalore Mahanagara Palike
Bangalore

Any information, submission of proposal and / or all correspondence to be sent to the Executive Engineer-5, Solid Waste Management division,
Bruhat Bangalore Mahanagara Palike, N.R. Square, Bangalore–560002

The method of selection is: **Least Cost Basis (LCS)**

1.2 A technical and a Financial Proposals are requested: Yes

The name, objectives and description of the Assignment are: **"Operation and Maintenance of E-toilets toilets (80 Units) in South Zone for 3 years in BBMP Limits. (Package-8)"**

1.3 The Assignment is phased: NO

1.4 A pre-proposal conference will be held:Yes. On 28.11.2023 at 16.00 hrs. at the office of the Chief Engineer, Solid Waste Management, 4th Floor, Annexure Building-3, N R Square, BBMP, Bangalore.

The name(s), address (es), and telephone/numbers of the Client's Official(s) are:
Executive Engineer-5, Solid Waste Management BBMP, Bangalore.

1.5 The Client will provide the following inputs:

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 ofG.C.C.

2.1 Clarifications may be requested upto 27.11.2023 before15.30 hours
The address for requesting **clarifications is: ExecutiveEngineer-5** Solid Waste Management, BBMP. N.R.Square., Bangalore-560002.,

Proposals should be submitted in the following language(s):English

i) Shortlisted Contractors may associate with other shortlisted Contractors: No

(ii) The firm should have completed atleast 3 years of experience in the field of Operation and Maintenance of Public Toilets (E-Toilets or Modular Toilets) in any Govt/Semi-Govt/ULB's. In support of this, the contractors shall furnish Performance Certificate/Work done certificate from the officer whose rank is not be low than the Executive Engineer.

(iii) –DELETED-

(iv) -DELETE-

(vi) -DELETE-

(vii) –DELETE-

(viii) Additional Information in the Technical Proposal includes:

Proposals must remain valid 90days after the submission date i.e. Until:

4.1 Contractors must submit an original and [*Number*] additional copies of each proposal.

4.2 The proposal submission address is:
The information on the outer envelope should also include:

4.3 Proposals must be submitted no later than the following date and time:

5.1 The address to send information to the Client is:

5.3 The number of points to be given under each of the evaluation criteria are:

| | | Points |
|---|---|---|
| (i) | Specific experience of the contractors related to the Assignment | 50 |
| (ii) | Adequacy of the proposed work plan and methodology In responding to the TOR | 15 |
| (iii) | Required Turnover | 25 |
| (iv) | Experience in Bangalore City | 10 |

Total Points: 100

**The minimum technical score required to pass is: 75Points**

## SECTION 3.TECHNICAL PROPOSAL-STANDARD FORMS

3A. Technical Proposal submission form.

3B. Contractors' references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. -DELETED-

3F. -DELETED-

3G. -DELETED-

3H. Activity(work) schedule.

## 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM:(Name of Contractors) TO:(Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject:.....

.....Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal

You receive. Were main,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Contractors :
Address:

## 3B.CONTRACTORS'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information non each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted for similar works.

Similar work experience means: Operation and Maintenance of Public Toilets (E-Toilets and Modular Toilets, housekeeping Services) services to any government department hand in hold the govt. departments of value of more than 54.72 Lakhs and have maintained minimum of 40 Numbers of E-toilets/Modular Toilets, Housekeeping Srvices. The bidder should have completed the scope of the work under certificate submitted for the eligibility criteria submitted by the bids must have completed the work.

| | | |
|---|---|---|
| Name of Work: | | Country: |
| Location within Country: | | |
| Name of Client: | | |
| Address: | | |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (Rs.M): |
| Name of Associated Contractors, if any: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided: | | |

Contractors' Name:_____

## 3C. COMMENTS AND SUGGESTIONS OF CONTRACTORS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

**CONTRACTORS'S NAME:**

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

## 3E.TEAM COMPOSITION AND TASK ASSIGNMENTS

1. **Technical/ Managerial Staff**

   **-DELETED-**

2. **Support Staff**

   **-DELETED-**

## 3F.FORMAT OF CURRICULUMVITAE (CV) FOR PROPOSED KEY PROFESSIONALSTAFF

**-DELETED-**

## 3G. TIME SCHEDULE FORP ROFESSIONAL PERSONNEL

**-DELETED-**

## 3H.ACTIVITY (WORK) SCHEDULE

**-DELETED-**

## SECTION 4. FINANCIAL PROPOSAL- STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM:(Name of Contractors) TO:(Name and Address of Client)

_____

_____

Ladies/Gentlemen:

Subject:**" Operation and Maintenance of E-toilets toilets (80 Units) in South Zone for 3 years in BBMP Limits. (Package-8)"**

Financial Proposal.

We, the under signed, offer to provide the services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of [*Amount in words and figures*].
(Excluding GST but including all applicable taxes to complete the work)

Our financial proposal shall be binding up on us subject to the modifications resulting from contract negotiations, upto expiration of the validity period of the Proposal, i.e.,[*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of the contractors:
Address:

## 4B.SUMMARY OF COSTS

| No. | Description@ | Amount(Rupees) |
|---|---|---|
| I | Sweeper/Cleaner Wage | |
| II | Supervision Charges | |
| III | Transportation | |
| IV | Cleaning tools/equipment's | |
| V | Water Charges | |
| VI | Electricity Charges | |
| VII | Other relevant Charges | |
| | **SUBTOTAL** | |
| | **TOTALCOSTS (Including Service Tax)** | |

**Note: The ceiling cost of the service is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Contractors.**

## 4C.<u>BREAK DOWN OF COSTS (RS)</u>

**-DELETED-**

**III Transportation (Reimbursable)***
**-DELETE-**

**IV. <u>Duty Travel to Site (Reimbursable)*</u>**
**-DELETE-**

**V. –DELETED-**

**VI. –DELETED-**

**VII. –DELETED-**

**VIII. –DELETED-**

**IX. –DELETED-**

---

## SECTION 5. TERMS OF REFERENCE

Following are the Terms of Reference (TOR) for the Contractors to Provide Support and Services to Bruhat Bengaluru Mahanagara Palike (BBMP)


| # | Content |
|---|---|
| 5.1 | Project Background |
| 5.2 | Role of the Service |
| 5.3 | Performance of the Contractor |
| 5.4 | -DELETE- |


### 5.1 Project Background

Bruhat Bengaluru Mahanagara Palike (BBMP) has been given the responsibility of Operation and Maintenance o f E-Toilets complete in all respects to keep the E-Toilets Clean and Hygiene at the best.

### 5.2 Role of the Service Provider

The Contractors team shall function from the office of the Bruhat Bengaluru Mahanagara Palike (BBMP) to support and handhold the department in achieving its objectives, fulfill its duties and functions as stated above. The Service provider team will be monitored and supervised by the Officer nominated for the department. The Service provider will have experts and professionals from the fields of Operation and Maintenance of E-Toilets.

1. Scope of work for the current assignment:
    a) The Service provider should provide required cleaning staff at 2 Shifts.
    b) The Service provider should ensure clean and hygiene throughout the contract duration 24x7.
    c) The Service provider should engage managerial / supervisory staff necessary for adequate cleaning.
    d) The Service provider should supply required cleaning tools and equipment's.
    e) The service provider should supply required detergents, phenol, cleaning chemicals, bleaching powder etc., at his own cost.
    f) The Service provider should also take care of the entire E-Toilet units by providing required services (regular and annual) with all necessary plumbing, electrical, civil and other spare parts at his own cost.
    g) The Service provider should also provide feedback integrated system which is required for grading of E-Toilets at his own cost.
    h) The Service provider has to submit fitness certificate at each year from the Third Party agency at his own cost.
    i) The Service provider has to supply the required water at his own cost any shortfall of water penalty will be imposed as per relevant clause.
    j) The Service provider has to bare electrical charges at his own cost.
    k) The Service provider should provide services at free of cost for the users.
    l) The Service provider will not be entertained for any advertisement over the toilets. If any advertisements were reported serious action will be initiated to terminate the contract with blacklisting.

m) The Service provider is responsible to run the services continuously, if any breakdown due to any technical issues, if the issues were small service provider should attend immediately within a day. If the issues were major the service provider should resolve the issues within 3 days. If he fails to attend the issues as prescribed above action will be initiated to terminate the contract.
n) Any damages or thefts occur the service provider is responsible during the contract.
o) Any repeated complaints regarding inefficiency and uncleanliness by the public's (More than 3 for the same unit) the matter will be considered for the termination of the contract.

**5.3 Performance of the Service Provider**

1. Performance of the Service Provider shall be monitored by the Client regularly
2. Payment to the contractors shall be based on the performance. The details of deliverables on monthly basis will be enumerated in the contract agreement with the contractors.
3. The Contractors failing to deploy the required staff as agreed in the Terms of Reference (Section 6.4), will amount to non-performance of the contractors. If such a condition arises, the Client has the right to encash the Performance Security/ the Performance Bank Guarantee and terminate the contract
4. Duration of the Contract of the Service 3 year from the date of issue of work order/signing of the contract and extendable for a further period on mutual acceptance for there newed requirements of BBMP based on the applicable work execution.

## SECTION VI: CONTRACT FOR CONTRACTORS'S SERVICES

**between**

_____

**[Name of Client]**

**and**

_____

**[Name of Contractors]**

**Dated:**

**CONTENTS** **PageNo.**


**I. FORM OF CONTRACT ..... 33**

**II. GENERAL CONDITIONS OF CONTRACT ..... 35**

**1. General Provisions ..... 35**

1.1 Definitions..... 35

1.2 Law Governing the Contract..... 36

1.3 Language..... 36

1.4 Notices ..... 36

1.5 Location ..... 36

1.6 Authorized Representatives ..... 36

1.7 Taxes and Duties..... 36

**2. Commencement, Completion, Modification, and Termination of Contract 36**

2.1 Effectiveness of Contract..... 36

2.2 Commencement of Services ..... 36

2.3 Expiration of Contract..... 36

2.4 Modification..... 37

2.5 Force Majeure ..... 37

2.5.1 Definition..... 37

2.5.2 No Breach of Contract..... 37

2.5.3 Extension of Time ..... 37

2.5.4 Payments..... 37

2.6 Suspension 37

2.7 Termination..... 37

2.7.1 By the Client..... 37

2.7.2 By the Contractors..... 38

2.7.3 Cessation of Rights and Obligations ..... 38

2.7.4 Cessation of Services..... 39

2.7.5 Payment upon Termination ..... 39

**3. Obligations of the Contractors ..... 39**

3.1 General..... 39

3.2 Conflict of Interest ..... 39

3.2.1 Contractors Not to Benefit from Commissions, Discounts,etc. 39

3.2.2 Procurement Rules of Funding Agencies..... 39

3.2.3 Contractors and Affiliates Not to engage in certain Activities 40

3.2.3 Prohibition of Conflicting Activities..... 40

3.3 Confidentiality ..... 40

3.4 Insurance to Be Taken Out by the Contractors..... 40

3.5 Contractors' Actions Requiring Client's Prior Approval ..... 40

3.6 Reporting Obligations..... 40

3.7 Documents Prepared by the Contractors to be the Property of the Client. 41

3.8 Equipment and Materials Furnished by the Client ..... 41

**4. Contractors' Personnel and Sub-Contractors..... 41**

4.1 Description of Personnel..... 41

4.2 Removal and/or Replacement of Personnel ..... 41
**5. Obligations of the Client.....41**
5.1 Assistance andExemptions.....41
5.2 Services and Facilities.....42
**6. Payments to the Contractors..... 42**
6.1 Lump Sum Remuneration ..... 42
6.2 Contract Price.....42
6.3 Payment for Additional Services ..... 42
6.4 Terms and Conditions of Payment.....42
6.5 Interest on Delayed Payments.....42
**7. Settlement of Disputes .....43**
7.1 Amicable Settlement.....43
7.2 Dispute Settlement.....43
**III. SPECIAL CONDITIONS OF CONTRACT..... 44**
**IV. APPENDICES.**
Appendix A—Description of the Services ..... 48
Appendix B—Reporting Requirements.....48
Appendix C—Key Personnel and Sub-contractors .....48
Appendix D—Services and Facilities to be provided by the Client 48
Appendix E—Breakdown of Contract price in Indian Rupees .....48
Appendix F—Form of Bank Guarantee for Advance Payments..... 53

## I. FORMOFCONTRACT

This CONTRACT (herein after called the "Contract")is made the day of the month of _____,2023, between, on the one hand,_____(here inafter called the "Client") and, on the other hand,_____(herein after called the "Contractors").

*[*Note: If the Contractors consist of more than one entity, the above should be partially amended to read as follows*:

*"...(herein after called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Contractors' obligations under this Contract, namely,_____and___(hereinafter called the "Contractors.")"*]

WHEREAS

(a) the Client has requested the Contractors to provide certain consulting services asdefinedintheGeneralConditionsofContractattachedtothisContract(hereinaftercalle dthe"Services");

(b) the Contractors, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions setforth in this Contract;

NOW THEREFORE the parties here to here by agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (herein after called GC")

(b) The Special Conditions of contract (herein after called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____

Appendix B: Reporting Requirements Not Used

Appendix C: Key Personnel and Sub-contractors ----------

Appendix D: Services and Facilities to be provided by the Cli Not Used

Appendix E: Break down of Contract Price _____

Appendix F: Form of Guarantee for Advance Payments _____

[*Note:If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached here to carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Contractors shall be as set forthin the Contract, in particular:

(a) The Contractors shall carryout the Services in accordance with the provision so the Contract ;and

(b) The Client shall make payments to the Contractors in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON
BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR ANDON BEHALF
OF
[NAME OF CONTRACTORS]

By
(Authorized Representative)

[***Note****: If the Contractors consist of more than one entity, all of the seen tities should appear assignatories, e.g.,in the following manner*:]

FOR AND ONBEHALF OF EACH OF THE MEMBERS OF THE CONTRACTORS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)etc.

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause1of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Contractors consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Contractors’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Contractors, as the case maybe, and Parties means both of them;

(j) "Personnel" means persons hired by the Contractors or by any Sub-contractors as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC 4.2(a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Contractors pursuant to this Contract as described in Appendix A; and

(m) "Sub-contractors "mean any entity to which the Contractors subcontract any part of the Services in accordance with the provisions of Clauses 3.5and4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Contractors, or Sub-Contractors.

## 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

## 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractors may be taken or executed by the officials specified in the SC.

## 1.7 Taxes and Duties

The Contractors, Sub-contractors and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification and termination of Contract

### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

### 2.2 Commencement of Services

The Contractors shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### 2.5 Force Majeure

#### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractors shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.6 Suspension:

The Client may by written notice of suspension to the Contractors, suspend all payments to the Contractors here under if the Contractors fail to perform any of their obligations under this contract, including the carrying out of the Services, provided thatsuch notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractors to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractors of such notice of suspension.

### 2.7 Termination

#### 2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractors, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty(60) days' in the case of the event referred to in(e):

(a) If the Contractors do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) If the Contractors (or any of their Members)become in solvent or bankrupt;

(c) If, as the result of Force Majeure the Contractors are unable to perform a material portion of the Services for a period of not less than sixty(60) days; or

(d) If the contractors, in the judgment of the Client has engaged incorrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:
"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means am is representation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 2.7.2 By the Contractors

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through(c) of this Clause2.7.2:

(a) if the Client fails to pay any monies due to the Contractors pursuant to this Contract and not subject to dispute pursuant to Clause 7 here of within forty-five (45) days after receiving written notice from the Contractors that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five(45) days (or such longer period as the Contractors may have subsequently approved in writing) following the receipt by the Client of the Contractors' notice specifying such breach;

(c) If, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60)days.

### 2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause G C 2.7,or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties here under shall cease, except:

(i) Such rights and obligations as may have accrued on the date of termination or expiration;

(ii) The obligation of confidentiality set forth in Clause GC3.3 here of;

(iii) Any right which a Party may have under the Applicable Law.

### 2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 here of, the Contractors shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractors and equipment and materials furnished by the Client, the Contractors shall proceed as provided, respectively, by Clauses GC3.7 and GC3.8

### 2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Contractors:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1,reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3. Obligations of the Contractors:

## 3.1 General

The Contractors shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-contractors or third parties.

## 3.2 Conflict of Interests

### 3.2.1 Contractors Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Contractors pursuant to Clause 6 shall constitute the Contractors' sole remuneration in connection with this Contract or the Services, and the Contractors shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the

Contract, and the Contractors shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them, similarly shall not receive any such additional remuneration.

#### 3.2.2 Procurement Rules of Funding Agencies

If the Contractors, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractors shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractors in the exercise of such procurement responsibility shall be for the account of the Client.

#### 3.2.3 Contractors and Affiliates Not to engage in certain Activities

The Contractors agree that, during the term of this Contract and after its termination, the Contractors and their affiliates, as well as any Sub-contractors and any of its affiliates, shall bed is qualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 3.2.4 Prohibition of Conflicting Activities

Neither the Contractors nor their Sub-contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SC.

### 3.3 Confidentiality

The Contractors, their Sub-contractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 3.4 Insurance to Be Taken out by the Contractors

The Contractors (a) shall take out and maintain, and shall cause any Sub-contractors to take out and maintain, at their (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide

evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Contractors' Actions Requiring Client's Prior Approval

The Contractors shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-contractors and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractors shall remain fully liable for the performance of the Services by the Sub-contractors and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-contractors"), and

(c) any other action that may be specified in the SC.

### 3.6 Reporting Obligations

The Contractors shall submit to the Client the reports and documents specified in Appendix Bin the form, in the numbers, and within the period's setforth in the said Appendix.

### 3.7 Documents Prepared by the Contractors to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractors in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractors shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Contractors may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### 3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Contractors by the Client or purchased by the Contractors with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractors shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractors, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to the irreplacement value.

## 4. Contractors' Personnel and Sub-Contractors

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Contractors' Key Personnel are described in Appendix C. The Key Personnel and Sub-contractors listed by title as well as by name in Appendix Care here by approved by the Client.

### 4.2 Removal and /or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractors, it becomes necessary to replace any of the Key Personnel, the Contractors shall forth with provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractors shall, at the Client's written request specifying the grounds there for, forth with provide as are placement a person with qualifications and experience acceptable to the Client.

(c) The Contractors shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Client

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Contractors and the Personnel and any Sub-contractors employed by the Contractors for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) Provide to the Contractors, Sub-contractors and Personnel any such other assistance as may be specified in the SC.

## 5.2 Services and Facilities

The Client shall make available to the Contractors and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Contractors as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractors for the performance of the Services, (ii) the manner in which the Contractors shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractors as a result thereof.

## 6. Payment to the Contractors:

## 6.1 Lump Sum Remuneration

The contractor's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-contractors' costs, printing, communications, travel, accommodation, and the like, and all other cost incurred by the Contractors in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause **6.2** If the Parties have agreed to additional payments in accordance with Clause 2.4.

## 6.2 Contract Price

The Contract price is setforth in the SC.

## 6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

## 6.4 Terms and Conditions of Payment

Payments will be made to the account of the Contractors and according to the payment schedule stated in the SC. unless otherwise stated in the SC, the first payment shall be made against the provision by the Contractors of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Contractors have submitted an invoice to the Client specifying the amount due.

## 6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Contractors for each day of delay at the rate stated in the SC.

## 7. Settlement of Disputes

### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contractor its interpretation.

### 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

**Number of Amendments of, and Supplements to, Clauses in the General GC Clause *Conditions of Contract**

[1.1(h) The Member in Charge is Engineer-in-Charge

[1.4.1The addresses are:

Client: The Chief Commissioner .BBMP
Represented by the Executive Engineer-5
Solid Waste Management, BBMP
N.R.Square., Bangalore

Tele:9379231908
Facsimile : _____
E-mail :ee6swm@gmail.com

Contractors :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :.....

*[Note[1]:Fillintheblanks]*

[1.4.2Notice shall be deemed to be effective as follows:

(a) In the case of personal delivery or registered mail, on delivery;

(b) In the case of telexes / e-mail,24hours following confirmed transmission;

(c) In the case of telegrams, 24hours following confirmed transmission; and

(d) In the case of facsimiles, 24hours following confirmed transmission.]

[1.6The Authorized Representatives are:

For the Client : Executive Engineer-5,
Solid Waste Management
BBMP, Bangalore.

Forthe Contractors : _____

*[Note:Fill in the blanks]*

ExecutiveEngineer-5

Contractor

[1.7.1 The contractors and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2The GST payable for this Services shall be paid / reimbursed by the Client

[2.1The date on which this Contract shall come into effect is: Date of signing of Agreement or Letter of Award whichever is earlier.

[2.2 The time period shall be1080 days

[2.3 The period shall be Thirty Six Months

[3.4 The risks and the coverage's shall be:
-DELETED-
[*Note:Fill in the blanks and delete what is not applicable*]

[3.7 The Contractors shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, deletet his ClauseSC5.1fromtheSC.]*

[6.2 The amount of Contract is Rs._____.

[6.4The account is.....]

Payments shall be made according to the following schedule:

***Note**:(a) the following installments are indicative only;(b) if applicable, detail further the nature of the report evidencing performance, as may be required.*

The total accepted Amount of the fee shall be released against monthly O&M invoices.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

ExecutiveEngineer-5

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, fora list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty(60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Clientand the Contractors shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996,of India.

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrate.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 here of shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

ExecutiveEngineer-5

7.2.5 Reservation for Pourakarmika's dependents.

a) The bidder who qualifies technically and financially after the award of contract to the qualified bidder has to give 24.1% of the toilets to the PK dependents out of the toilets which are entrusted to them.

b) The Pourakarmika's have to be registered with the BBMP registered Pourakarmika's Society.

c) Only one dependent of the registered Pourakarmika is eligible to get the benefit under this.

7.2.6 Availability of Locations.

The number of toilets may vary according to the toilets available at the site and the same may be considered for the agreement and issue of work order.

7.2.7 Miscellaneous.

In any arbitration proceeding here under:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties here by waive any objections to or claims of immunity in respect of such enforcement.

ExecutiveEngineer-5

## IV. APPENDICES

**Appendix A: Description of the Services -As per TORAppendix**

**B: Reporting Requirements - Not applicable Appendix C: Key**

**Personnel and Sub-contractors-As Per TOR**

**Appendix D: Services and Facilities to be provided by the Client**

**Appendix E: Break down of Contract Price in Indian Rupees**

*List here the elements of cost used to arrive at the breakdown of the lumpsum price:*

1. *-DELETED-*
2. *–DELETED-*

***This appendix will exclusively be used for determining remuneration for additional services.***

**Appendix F: Form of Bank Guarantee for Advance Payments**

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:____ Bank Guarantee:_____Date:_____

Dear Sir,

In consideration of M/s._____(herein after referred as the "Client", which expression shall, unless repugnant to the context or meaning there of include it successors, administrators and assigns) having awarded to M/s. _____(herein after referred to as the "Contractors" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____dated and the same having been unequivocally accepted by the Contractors, resulting in a Contract valued at _____ for Contract (herein after called the "Contract") (scope of work) And the Client having agreed to make an advance payment to the Contractors for performance ofthe above Contract amounting to(in words and figures) as an advance against Bank Guarantee to be furnished by the Contractors.

We_____(Name of the Bank) having its Head Office at_____(herein after referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Contractor to the extent of_____as a fore said at any time upto_____@_____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the client on the Bank shall be conclusive and binding not withstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performanceof the contract by the Contractor. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, andeither to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters a foresaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing what so ever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall been titled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the Client may have in relation to the Contractor's liabilities.

Not with standing anything contained herein above our liability under this guarantee is limited to _____And it shall remain in force upto and including_____and shall be extended from time to time for such period (not exceeding one year),as may be desired by M/s. _____On whose behalf this guarantee has been given.
Dated this_____day of_____23_____at_____

WITNESS

_____ _____

(Signature) (Signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of Attorney

No._____Dated__

*Note:The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India*

## SECTIONVII:FINANCIALBID

| Sl.No. | Description | Unit | Nos | | Quantity | Rate | Amount |
|---|---|---|---|---|---|---|---|
| **OPERATION&MAINTENANCE** | | | | | | | |
| **1** | Operation and Maintenance of E-Toilet in South Zone for a period of 3 year including cleaning service, janitor service, cleaning tools, phenol, sweeping tools, water charges, and electricity charges complete as per detailed specifications. | | | | | | |
| | O&M for3Years(3x12=36) | Month | 36 | 80 | 2880 | | |

Note: Incase of discrepancy between unit price and total price, the unit price will prevail.

Total tender price in Rs (Words)……..…….
Signature of Tenderer……
Name and address: ……